

# **MassDOT Unit E 2024–2027 Collective Bargaining Agreement**

*October 16, 2024*



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# Overview

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- In March 2024, MassDOT began negotiations with the Coalition of MassDOT Unions for a succession to the Unit E July 1, 2023 – June 30, 2024 collective bargaining agreement (“CBA”).
- On September 13, 2024, MassDOT executed a Memorandum of Understanding with Unit E (“MOU”) for a successor agreement covering the three-year period from July 1, 2024 through June 30, 2027.
- Requesting MassDOT Board’s approval of the Unit E 2024–2027 CBA.
- **Estimated four-year financial impact** under the proposed 2024–2027 CBA for Unit E (Approx. 1,709) Employees:
  - \$78,334,405 in New Base Pay Compensation over 4 years;
  - \$1,534,654 in New Shift/Weekend Differential, Stand-By, Bilingual Differential Cost over 4 years.
  - **Total Est. Fiscal Impact: \$79,869,059**
- **Union Ratification and Contract Funding** – Assuming the contract is approved and ratified by the unions’ membership, MassDOT anticipates the Unit E contract will be submitted this quarter for funding as part of a supplemental budget.

# Base Wage Increases

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**This contract contains across the board base wage increases totaling 11.5% increase (inclusive of compounding) between July 2024–June 2027. The below increases are consistent with agreements reached by the Executive Branch with their labor unions.**

- January 2025 3%
- July 2025 2%
- January 2026 2%
- July 2026 2%
- January 2027 2%

# Request of the MassDOT Board of Directors

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Staff request that the MassDOT Board of Directors authorize the Secretary of Transportation, or their designee, to enter into a Collective Bargaining Agreement with the Coalition of MassDOT Unions for Bargaining Unit E, collective bargaining representative for Unit E, for the term from July 1, 2024 through June 30, 2027, and to execute any necessary or ancillary documents in the name and on behalf of the Massachusetts Department of Transportation to effectuate this Agreement.

# Thank You



# Appendix

# Substantive Changes to Unit E CBA – Part 1

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- **NEW Article 2B – PROBATIONARY PERIOD** – Extends probationary period from 6 to 9 months. Add discretionary one-time extension of up to 90 days.
- **AMEND Article 5 – UNION BUSINESS** – Parties agree to provide notice every 6 months of changes in union officials and labor relations officials.
- **AMEND Article 7 – WORKWEEK AND WORK SCHEDULES:** Effective January 1, 2025
  - Stand-by Duty Pay – Increased from \$17.50 to \$35 for stand-by period
  - Shift Differential – Increased from \$2.00 to \$3.00 per hour
  - Weekend Differential (NEW) – provides for \$1.00 per hour allowance for each regularly scheduled weekend day worked
  - Overtime – Limit compensatory time accumulation from 120 hours to 90 hours.
- **AMEND Article 8 – LEAVE**
  - Sick Leave – Update language to include mental health appointment eligibility; modernize reference to substance use disorder, treatment and recovery programs; adding reference to domestic partners as defined by state law MGL, Chapter 175M and other family member for which sick leave may be used.



# Substantive Changes to Unit E CBA – Part 2

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- **AMEND Article 8 – LEAVE (Continued)**

- Bereavement Leave – Adds reference to domestic partners as defined by state law MGL, Chapter 175M and other family member for which bereavement leave may be used
- Civic Duty Leave – Clarifies eligibility standards for Court Leave. Not available when employee called as part of their regular work duties or when called in relation to other public or private employment
- Military Leave – Simplified contract language. Military Leave shall be granted in accordance with applicable State and Federal law.
- Family and Medical Leave – Update language to comply with current leave practices, state and federal law.
- Paid Family Medical Leave – Added clarifying language to comply with state PFML law under MGL Chapter 175M.

- **AMEND Article 11 – EMPLOYEE EXPENSES**

- Mileage Reimbursement – Added existing sixty-two (\$0.62) cents per mile rate to the contract

# Substantive Changes to Unit E CBA – Part 3

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- **AMEND Article 11 – EMPLOYEE EXPENSES (Continued)**

- NEW Section Qualified Transportation Reimbursement – Effective January 1, 2025, active employees shall be reimbursed 50% of their qualifying public transit purchases incurred through the Qualified Transportation Benefit Plan debit card. This reimbursement shall not exceed \$150.00/month and specifically does not include expenses incurred for parking.
- Meal Reimbursement Rates – Increase in meal reimbursement rates

- **AMEND Article 12 – SALARY RATES**

**Section 12.1 – Salary Rate Increase of 11.5% over the 3-year Contract 2024-2027 (Inclusive of compounding)**. Across the Board Salary rate increases effective as follows:

January 2025	3%
July 2025	2%
January 2026	2%
July 2026	2%
January 2027	2%

# Substantive Changes to Unit E CBA – Part 4

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- **AMEND Article 12 – SALARY RATES (Continued)**
- **Section 12.3** – Increase minimum promotional factor from 3% to 5%. Change in determination of step placement for internal promotions, including consideration of prior work experience.
- **Section 12.6** – Added new language clarifying definition of a transfer, promotion, or demotion under the contract
- **Section 12.12 – Bilingual Differential (NEW)** – “Effective the first full pay period of January 2025 employees who are authorized by MassDOT to provide bilingual services as a significant component of their job shall receive a differential of eighty dollars (\$80.00) per bi-weekly pay period. The provisions of this Section shall not apply to an employee who is otherwise specifically compensated to provide such service but shall be applicable to employees who provide bilingual services in sign language.”
- **AMEND Art 23A, Section 23A.8** – Administrative change regarding grievance procedure. Timeline for next step starts on date of written notice to union
- **AMEND Art 24, Section 24.3** – Administrative change regarding storage of personnel records
- **AMEND Art 30 – Duration** – July 1, 2024 through June 30, 2027